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11 **UNITED STATES DISTRICT COURT**  
12 **DISTRICT OF NEVADA**  
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14 RAMON IZQUIERDO,

15 Plaintiff,

16 vs.  
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18 EASY LOANS CORPORATION; and  
19 DOES 1-10, inclusive,

20 Defendants.  
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) Case No. 2:13-cv-01032-RBF-VCF

) **STATEMENT OF UNDISPUTED**  
) **MATERIAL FACTS PURSUANT TO**  
) **LOCAL RULE 56-1 IN SUPPORT OF**  
) **DEFENDANT'S MOTION FOR**  
) **SUMMARY JUDGMENT**

Pursuant to Local Rule 56-1 of this Court, defendant Easy Loans Corporation (“Easy Loans”) hereby submits this Statement of Undisputed Facts in support of its Motion for Summary Judgment:

### **UNDISPUTED FACT**

### **EVIDENCE IN SUPPORT**

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| <p>1. While plaintiff Ramon Izquierdo (“Izquierdo”) was living and working in Los Angeles, Izquierdo opened a credit card account issued by Chase Bank USA, N.A. (the “Account”) at a Toys R Us store located there.</p> | <p>Declaration of Tomio B. Narita in Support of Defendant Easy Loans Corporation’s Opposition to Plaintiff’s Motion for Summary Judgment (Doc. No. Doc. No. 34-2) (hereinafter referred to as “Narita Decl.”) at ¶ 5, Ex. F [Deposition of Ramon Izquierdo (“Izquierdo Depo.”) at pp. 20:20-22:2] (Doc. No. 34-3).</p> |
| <p>2. Izquierdo received a copy of a Chase card member agreement when he opened the Account, but he did not retain a copy, nor does he have any idea what terms and conditions actually apply to the Account.</p>        | <p>Narita Decl. at ¶ 5, Ex. F [Izquierdo Depo. at pp. 21:9-22:18, 39:9-41:6] (Doc. No. 34-3).</p>  |
| <p>3. Easy Loans does not know whether the card member agreement that was considered by the Court in connection with the motion to dismiss is the agreement that applies to the Account.</p>                             | <p>Narita Decl. at ¶ 6, Ex. G [Deposition of Rance Wiley (“Wiley Depo.”) at pp. 96:18-97:13, 99:6-101:4] (Doc. No. 34-3); Narita Decl. at ¶ 8, Ex. L [Deposition corrections of Rance Wiley (“Wiley Depo. Corrections”) at p. 100:15.] (Doc. No. 34-5)</p>   |
| <p>4. Izquierdo received monthly statements from Chase, he read them and he never disputed any of the charges.</p>   | <p>Narita Decl. at ¶ 5, Ex. F. [Izquierdo Depo. at p. 20:7-19] (Doc. No. 34-3).</p>  |
| <p>5. In 2008, Izquierdo stopped making payments on the Account.</p>   | <p>Narita Decl. at ¶ 5, Ex F [Izquierdo Depo. at pp. 22:20-23:23] (Doc. No. 34-3); Narita Decl. at ¶ 7, Ex. I [Plaintiff’s Response to Defendant’s Request for Admission (“RFA”) No. 1] (Doc. No. 34-4); <i>id.</i> at ¶ 7, Ex. H [Plaintiff’s Response to Defendant’s Interrogatory (“Rog”) No. 8].</p>               |
| <p>6. The last payment made on the Account was on April 3, 2008.</p>   | <p>Narita Decl. at ¶ 5, Ex. F [Izquierdo Depo. at p. 26:5-24] (Doc. No. 34-3).</p>   |

- 1 7. In about July of 2008, Izquierdo Narita Decl. at ¶ 5, Ex. F [Izquierdo  
2 moved to Nevada, and he has Depo. at pp. 28:20-30:24] (Doc. No.  
3 resided here continuously since 34-3).  
4 that time. He has been back to  
California intermittently, for  
periods totaling no more than 30  
days.
- 5 8. Izquierdo has no knowledge of Narita Decl. at ¶ 5, Ex. F [Izquierdo  
6 how he used the Account, the Depo. at pp. 19:18-20:6] (Doc. No.  
7 purpose of any of the charges or 34-3).  
8 when the charges were made. Nor  
9 does he can he identify any dates  
10 he used the card to make purchases  
on the Account, anything he  
bought, or whether he took cash  
advances. If he did take case  
advances, he has no memory of  
how the funds were used.
- 11 9. Izquierdo has no documents or Narita Decl. at ¶ 7, Ex. J [Plaintiff's  
12 information evidencing how he Response to Defendant's Document  
13 used the Account, what was Requests No. 1-10] (Doc. No. 34-5);  
14 purchased or for what purpose. *id.* at ¶ 7, Ex. K [Plaintiff's Initial  
Disclosures]; Narita Decl. at ¶ 7, Ex.  
H [Plaintiff's Response to  
Defendant's Rog No. 2] (Doc. No.  
34-4 ).
- 15 10. Easy Loans has no information Narita Decl. at ¶ 3, Ex. B  
16 regarding how any charges were [Defendant's Response to Plaintiff's  
17 incurred and has no knowledge of RFAs No. 4-5, 8] (Doc. No. 34-2).  
18 whether the unpaid balance on the  
Account is a "debt" subject to the  
FDCPA.
- 19 11. Izquierdo defaulted on the Account Narita Decl. at ¶ 3, Ex. B.  
20 at it was subsequently sold to Easy [Defendant's Response to Plaintiff's  
Loans. RFA No. 9] (Doc. No. 34-2).
- 21 12. Easy Loans used to purchase Narita Decl. at ¶ 6, Ex. G. [Willey  
22 defaulted accounts from creditors, Depo. at pp. 34:3-8] (Doc. No. 34-3).  
but no longer does.
- 23 13. Easy Loans, however, has no Narita Decl. at ¶ 6, Ex. G. [Willey  
24 employees, does not engage in any Depo. at pp. 39:13-40:15] (Doc. No.  
25 collection activity and has no "day- 34-3); Narita Decl. at ¶ 8, Ex. L  
to-day operations." [Willey Depo. Corrections at pp.  
39:25, 40:4] (Doc. No. 34-5).
- 26 14. Izquierdo did not receive any Narita Decl. at ¶ 5, Ex. F. [Izquierdo  
27 communications from Easy Loans. Depo. at p. 32:12-21] (Doc. No. 34-  
28 3).

- 1 15. Easy Loans turned over the Narita Decl. at ¶ 6, Ex. G. [Willey  
2 Account to a law firm and Depo. at pp. 29:4-18, 34:17-36:23,  
3 subsequently to Troy Capital, LLC. 47:8-48:8] (Doc. No. 34-3); Narita  
4 Easy Loans was a passive debt Decl. at ¶ 8, Ex. L [Willey Depo.  
5 buyer. Corrections at pp. 29:13, 15, 34:18,  
6 25, 35:11] (Doc. No. 34-5).
- 7 16. Troy Capital eventually placed the Narita Decl. at ¶ 6, Ex. G. [Willey  
8 Account with the law firm of Depo. at p. 47:2-16] (Doc. No. 34-3).  
9 Miles, Bauer, Bergstrom &  
10 Winters, LLP for collection.
- 11 17. Troy Capital authorized the filing Narita Decl. at ¶ 6, Ex G. [Willey  
12 of lawsuit entitled Easy Loans Depo. at pp. 73:3-7, 89:19-90:1,  
13 Corp. v. Ramon Izquierdo, In the 91:16-18] (Doc. No. 34-3).  
14 Las Vegas Township Justice Court,  
15 County of Clark, State of Nevada,  
16 Case No. 12 C026755 (the "State  
17 Court Action").
- 18 18. The claims alleged in the Narita Decl. at ¶ 7, Ex. I. [Plaintiff's  
19 complaint filed in the State Court Response to Defendant's RFA No. 9]  
20 Action are founded upon an (Doc. No. 34-4).  
21 instrument in writing.
- 22 19. Izquierdo agreed to waive his Narita Decl. at ¶ 7, H. [Plaintiff's  
23 claim under section 1692e(7) of the Response to Defendant's Rog No.  
24 FDCPA. 14] (Doc. No. 34-4).  
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Dated: October 21, 2014

SIMMONDS & NARITA LLP  
TOMIO B. NARITA (*pro hac vice*)

By:       /s/ Tomio B. Narita        
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